

SOLICITATION AND OFFER			1. [BLANK]						Page 1 of 26					
2. CONTRACT NUMBER			3. SOLICITATION NUMBER OPR04000895			4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)			5. DATE ISSUED 10/04/2004			6. REQUISITION/PURCHASE NUMBER		
7. ISSUED BY Office of Procurement & Purchasing 359 Ford Bldg. Washington, DC 20515 TEL: (202) 225-2921 ext. FAX: (202) 226-2213 ext.						CODE OPP			8. ADDRESS OFFER TO (If other than item 7)					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".														
SOLICITATION														
9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Handcarried Deliveries Are Not Allowed until 2:00 PM local time 11/01/2004 (Hour) (Date)														
CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.														
10. FOR INFORMATION CALL:			A. NAME Emily Tuck			B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 225-0668			C. E-MAIL ADDRESS emily.tuck@mail.house.gov					
11. TABLE OF CONTENTS														
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION			PAGE(S)			
PART I - THE SCHEDULE						PART II - CONTRACT CLAUSES								
X	A	SOLICITATION/CONTRACT FORM			1	X	I	CONTRACT CLAUSES			17-19			
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS			2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.								
X	C	DESCRIPTION/SPECS./WORK STATEMENT			5		J	LIST OF ATTACHMENTS			N/A			
X	D	PACKAGING AND MARKING			7	PART IV - REPRESENTATIONS AND INSTRUCTIONS								
X	E	INSPECTION AND ACCEPTANCE			8	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS			20-22			
X	F	DELIVERIES OR PERFORMANCE			9-10									
X	G	CONTRACT ADMINISTRATION DATA			11-14	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS			23-25			
X	H	SPECIAL CONTRACT REQUIREMENTS			15-16	X	M	EVALUATION FACTORS FOR AWARD			26			
OFFER (Must be fully completed by offeror)														
12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.														
13. DISCOUNT FOR PROMPT PAYMENT (See Section I)				10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)				
14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE				
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)								
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE			18. OFFER DATE					
AWARD (To be completed by Government)														
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT				21. ACCOUNTING AND APPROPRIATION						
22. [BLANK] <input type="checkbox"/> [BLANK] <input type="checkbox"/> [BLANK]				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				ITEM						
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE										
26. NAME OF CONTRACTING OFFICER (Type or print)				27. U.S. HOUSE OF REPRESENTATIVES (Signature of Contracting Officer)				28. AWARD DATE						
IMPORTANT - Award will be made on this Form or by other authorized official written notice.														

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
---------------------	-------------	---	----------	------------------	------------	------------------------------------

0001	Food Services Consultant	6 wks. (ADC)	1.00	ea	\$	\$
------	--------------------------	-------------------	------	----	----	----

The House is seeking a comprehensive review of the food service operations in the Ford House Office Building.

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 3 of 26
---------------------	------------------------------------	--	--------------

TABLE OF CONTENTS

SECTION C -- Descriptions and Specifications	5
C.1 DESCRIPTIONS AND SPECIFICATIONS	5
SECTION D -- Packaging and Marking	7
D.1 Payment of Postage and Fees	7
D.2 Marking	7
D.3 Packaging	7
SECTION E -- Inspection and Acceptance	8
E.1 Failure to Perform	8
SECTION F -- Deliveries or Performance	9
F.1 Period of Performance	9
F.2 Notice to the House of Delays	9
F.3 Liquidated Damages	9
F.4 Payment for Non-Performance	9
F.5 Place of Performance	9
F.6 Termination	9
SECTION G -- Contract Administration Data	11
G.1 Modifications	11
G.2 Invoices	11
G.3 Invoice Follow-ups	11
G.4 Contract Status and Review Meeting	11
G.5 Authorized House Representatives	12
G.6 Authorized Contractor Representative	13
G.7 Key Personnel	13
G.8 Post Award Conference	14
G.9 Progressive Steps to ensure Satisfactory Contract Performance	14
G.10 Delegation of Authority	14
G.11 Invoice Follow-ups	14
G.12 Remittance Address	14
SECTION H -- Special Contract Requirements	15
H.1 Insurance	15
H.2 Identification Badges	15
H.3 Prospective Employee Background Check	15
H.4 Benefits to Members of Congress	15
H.5 News Releases	15
H.6 Affirmation of Non-Disclosure	16
H.7 Data Ownership/Transfer/Access	16
H.8 Compliance with Emergency Procedures	16
H.9 Government Liability	16
H.10 Incidental Services, Travel, and Expenses	16
SECTION I -- Contract Clauses	17
I.1 Authorized Changes Only by the Contracting Officer	17
I.2 Observance of Laws	17
I.3 Disputes	17
I.4 Availability of Funds	17
I.5 Release of Claims	17
I.6 Order of Precedence	18
I.7 Tax Exemption	18
I.8 Compliance with All Laws	18
I.9 Liability of the House	18
I.10 Liability of the Contractor	18
I.11 Termination	18
I.12 Gratuities	19
I.13 Assignment	19
I.14 House Rules	19
I.15 Patent Infringement	19
I.16 Payments	19
SECTION K -- Representations, Certifications and Other Statements of Offerors	20

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 4 of 26
---------------------	------------------------------------	--	--------------

K.1	General Requirements	20
K.2	Financial Information	20
K.3	Insurance Information	20
K.4	Company Background	20
K.5	Quality Information	21
K.6	Eligibility for Award	21
K.7	Period for Acceptance of Proposal	21
K.8	Dun & Bradstreet Number	21
K.9	Authorized Company Officials	21
K.10	Signature	22
K.11	Buy American Act Certification	22
SECTION L --	Instructions, Conditions and Notices to Bidders	23
L.1	Content of Proposals	23
L.2	Submissions	23
L.3	Delivery of Proposals - FAX & e-mail	23
L.4	Late Submissions and Revision of Proposals	24
L.5	Acknowledgement of Amendments to Solicitations	24
L.6	Information Distribution and Contacts	25
L.7	Restriction on Disclosure and Use of Data	25
SECTION M --	Evaluation Factors for Award	26
M.1	Evaluation Factors for Award	26
M.2	Contract Award	26

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 5 of 26
---------------------	------------------------------------	--	--------------

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 DESCRIPTIONS AND SPECIFICATIONS

BACKGROUND

The Chief Administrative Officer (CAO) is one of three Officers of the U.S. House of Representatives along with the Office of the Clerk and the Sergeant at Arms. The Officers, together with the Architect of the Capitol and other House offices, jointly provide a foundation of services to facilitate the work activities of the House, its Members, and staff. The current CAO organization consists of an Immediate Office and five divisions: Finance, House Information Resources (HIR), Human Resources (HR), Procurement (OP), and House Support Services (HSS).

The CAO's area of responsibility covers three House Office Buildings (Rayburn, Longworth, and Cannon), the House side of the Capitol, and one annex (Ford).

PURPOSE

The House maintains several food service units on the House property managed and operated by external vendors. The units located in the Ford House Office Building (FHOB), consist of a traditional cafeteria service area with an adjacent dining room and a smaller "carry-out" unit, outsourced to the Skenteris Family Inc., a small family run business. It is the desire of the House to engage a professional food service consultant to assess the overall operations of the FHOB food service units with the primary focus on assisting the CAO to become more successful in managing their services. Subsequently, these changes will result in an improvement of service to the House customers.

The Food Services Contractor Manager for the FHOB monitors the vendor's operations through daily, weekly, and monthly reviews. The reviews consists of taking note of operational activities, reviewing product preparation, presentation, and quality, inspecting or auditing receipts, as well as, monitoring customer service acumen. On occasion deficiencies are noted which are brought to the attention of the vendor manager.

In addition, a recent customer satisfaction Point of Service survey was conducted by the House to determine the customer view of the services being provided. The results of the survey will be provided for the consultant's review.

The goal of this SOW is to perform a detailed and independent review and analysis of the cafeteria operations to determine their areas of success as well as areas requiring improvement. The primary outcome is to provide recommendations, potential impacts of change, and other steps necessary to assist the CAO in providing the highest quality of food service to the House based on the application of approved or advanced industry practices.

The successful offeror shall provide a comprehensive review and a written report in detail sufficient to support appropriate recommendations relative to enhancing or improving the current food service operations.

SCOPE OF WORK

The House is seeking a comprehensive review of the food service operations in the Ford House office building to determine the necessary operational service improvements and requirements to include, but not limited to the following:

1. Identify the customer demographics.
2. Product/Stock Management functions, including ordering, receipt, labeling, stocking, rotation of products and use of supplies, storage (both dry and refrigerated) control, tracking, and selection management.
3. Kitchen Management, including adherence to recipes, purchasing specifications, quality management, portioning, temperature control, timing and sanitation procedures, and cleanliness.
4. Service line management, including portion control, replenishment, merchandising techniques, temperature control, cleanliness, customer service and courtesy.

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 6 of 26
---------------------	------------------------------------	--	--------------

5. Dining Room Management, including maintaining condiments, busing, environmental issues, amenities, customer service and courtesy.
6. Financial Management, including monitoring of cashiers, tracking of expenses, cashier audits, tracking and reporting of sales.
7. Marketing techniques and strategies appropriate for a similarly sized and located operation.
8. Other related services not herein listed.

SPECIFIC TASKS

The successful offeror shall detail the tasks to be performed in providing "Best in Class" services as noted above. The successful offeror shall also recommend metrics and measures by which the House will be able to track performance and quality of services.

DELIVERABLES

The contractor shall develop and submit a written review and analysis to include:

- a) **Project Plan.** The Contractor shall submit a project plan as part of the proposal package. The project plan shall include schedules, task priorities, and assignments of key personnel. The House will review the initial project plan and provide comments regarding the proposed schedule and course of action within five (5) business days after the initial meeting with the Contractor after contract award. The Contractor shall submit a revised project plan, saved with a baseline (initial project plan) no later than five (5) business days after receipt of the House's comments.
- b) **List of Findings and Recommendations.** The contractor will be required to provide a list of their findings and recommendations for improvements where deemed necessary accompanied by an analysis of the FHOB operations. This information shall address, at minimum, Items 2 - 7 listed in the Scope of Work.
- c) **Demographics Report.** The Contractor shall submit a report summarizing the demographics of the FHOB customer base.
- d) **Status Briefings.** The Contractor may be required to prepare routine and ad-hoc formal status briefings on the efforts being conducted. These briefings may be attended by the House Officers, CAO staff, and various representatives from key stakeholders. The contractor shall complete briefing documents within COR designated timelines.
- e) **Employee Roster.** The contractor shall prepare and submit an employee roster to include names and Social Security Numbers, contact information, and job title of all contractor personnel who will be working on this contract no later than five (5) working days prior to the Contract Start date and within five (5) working days after notification of any proposed change.

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 7 of 26
---------------------	------------------------------------	--	--------------

SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

D.2 HC.4.004 MARKING

AUGUST 2002

All information submitted, including forms, reports, etc. to the Contracting Officer or Contracting Officer's Representative, or as specified in the contract, shall clearly indicate the contract number and task order number for which the information is being submitted.

D.3 HC.4.005 PACKAGING

AUGUST 2002

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to ensure acceptance by common carrier and safe arrival at destination. Printing, copying, and finishing (e.g., binding of packages) shall be accomplished in the most economical manner consistent with commercial practices.

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 8 of 26
---------------------	------------------------------------	--	--------------

SECTION E -- INSPECTION AND ACCEPTANCE

E.1 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

- a. Refer to Section F, HC.6.009, Payment for Non-performance.
- b. Reduce the contract price to reflect the reduced value of the services performed; or
- c. Terminate the contract for default.

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 9 of 26
---------------------	------------------------------------	--	--------------

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

Contract period of performance shall extend for six (6) weeks after the contract date of award.

F.2 HC.6.005 NOTICE TO THE HOUSE OF DELAYS MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

F.3 HC.6.008 LIQUIDATED DAMAGES MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

F.4 HC.6.009 PAYMENT FOR NON-PERFORMANCE SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

F.5 HC.6.010 PLACE OF PERFORMANCE JUNE 2002

Ford House Office Building, Washington, D.C.

F.6 HC.6.014 TERMINATION AUGUST 2002

Relative to termination of this contract, it is mutually agreed:

- a. The CO may terminate this agreement at any time, in whole or in part, in the event of breach by the Contractor, or upon 30 days written notice at the convenience of the House.
- b. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor shall be in accordance with this contract and in effect on the date of the Contract. No liability will inure to either party for terminations rendered pursuant to this Contract when done at the convenience of the House.

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 10 of 26
---------------------	------------------------------------	--	---------------

c. Upon termination (including expiration) the Contractor will:

- (1) Surrender all employee identification cards, decals, keys, etc. issued by the U.S. House of Representatives, for all Contractor representatives and employees on the effective date to COR.
- (2) Complete satisfactory settlement of all customer complaints and claims.
- (3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.
- (4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the U.S. Government and ordinary wear and tear excepted, on the effective date.
- (5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and stored in a warehouse at Contractor's expense. If the Contractor fails to act, this contract authorizes and empowers the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and out of the proceeds of sale, satisfy all costs and indebtedness to the House.

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 11 of 26
---------------------	------------------------------------	--	---------------

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 HC.7.002 MODIFICATIONS

MARCH 2001

Administrative changes, e.g. address corrections, are approved by the CO and all other changes, modifications, additions or deletions, which change the scope of this contract, must be prepared in writing as formal modifications signed by both parties.

G.2 HC.7.003 INVOICES

MAY 2001

The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. If you have not already provided the House your financial institution routing and account numbers, to obtain an automated clearing house (ACH) enrollment form please go to www.house.gov/finance or call the EFT help line at 202-226-2277.

A summary invoice shall be submitted to:

HSS Contract Management
H2-B77 Ford House Office Building
2nd and D Streets, SW
Washington, DC 20515; and faxed to (202) 226-2801

and will include the following information at a minimum:

- a. Contract number, task or purchase order number, and service time period;
- b. Member, committee, or other House office name and location;
- c. Percentage of Completion for each of the deliverables identified in the approved Project Plan.

Under no circumstances will the contractor send invoices directly to the office where the equipment is located or service provided; nor will that office be contacted regarding possible billing discrepancies or problems. The House does not pay federal, state or local taxes unless mandated by law.

G.3 HC.7.004 INVOICE FOLLOW-UPS

MAY 2001

All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

G.4 HC.7.006 CONTRACT STATUS AND REVIEW MEETING

MAY 2001

The House COR and authorized contractor representative(s) shall meet at least weekly. Meeting changes require mutually written consent. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the contractor any House-related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smooth operating contract.

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 12 of 26
---------------------	------------------------------------	--	---------------

G.5 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

MAY 2001

a. Contracting Officer:

William L. Dellar, Associate Administrator, Office of Procurement
Room 359, Ford House Office Building, U.S. House of Representatives
Washington, DC 20515
Telephone: (202) 225-2921 Fax: (202) 226-3850

The contracting officer has the overall responsibility for the award and administration of this contract. The contracting officer alone, without delegation, is authorized to take actions on behalf of the House to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details, and/or delivery schedules. However, the contracting officer may delegate certain other responsibilities to authorized representatives.

Additional responsibilities of the CO are as follows:

- Reviewing the COR's reports and indicating acceptance or rejection. If rejected, the CO will note the reason for the rejection and recommend any changes that will bring the report into acceptance. The CO will forward these reports back to the COR.
- The CO is required to approve all contract modifications, including cost changes.

b. Contracting Officer's Representative:

The COR, to be appointed by the contracting officer is designated to assist in the discharge of the contracting officer's responsibilities when the CO is unable to be directly in touch with the contract work. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer's representative in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; reviewing and approving contractor invoices and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, or pricing of the contract or direct the contractor to perform services outside of the scope of the contract.

Additional responsibilities of the COR are as follows:

- Reviews and approves the status from, and performance reports on, the contractor.
- Processing of contractor invoices.
- Submission of a weekly summary report to the CA- The COR will prepare a weekly summary report to be provided to the CO during the first week of each month. The monthly summary report, based on the contractor's status reports, performance reports, and a synopsis of the monthly meetings will include: a summary of work performed/in-process/completed to date (including major accomplishments and/or anticipated delays), performance measurements, outstanding and/or potential issues, and the status of any game plan to cure a performance discrepancy.
- Establishing and adhering to, at a minimum, a monthly status/progress meeting with the contractor and designated House staff. Maintaining minutes of those meetings.
- Providing the CA with all contract related documents (e.g. signed invoices, reports) for the official contract file.

c. Contract Administrator

Emily Tuck, Sr. Procurement Specialist, Office of Procurement
Room 359, Ford House Office Building, U.S. House of Representatives
Washington, DC 20515
Telephone: (202) 225-0668 Fax: (202) 226-2214

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 13 of 26
---------------------	------------------------------------	--	---------------

The contract administrator prepares and issues all modifications to the contract, maintains the contract file with all reports, contractual nomenclature, and approved invoices, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

The CA is also responsible for:

- Ensuring all required documents are in the contract file.
- Attending status meetings on behalf of the CO.
- Reviewing invoices and written reports.

G.6 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE MAY 2001

The contractor shall identify the authorized contractor representative (ACR), if different from that of the program manager (key personnel) listed in clause G-009. Provide name, title, company name, address, and phone and fax number:

The ACR shall provide monthly status reports to the COR on the 15th pursuant to clause G-007 of this contract. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.

The ACR shall furnish written notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and contracting officer, then followed-up in writing within 4 hours after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the contractor proposes to mitigate the delay. This notification does not relieve the contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

G.7 HC.7.009 KEY PERSONNEL MAY 2001

The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.

For each personnel please provide the following information: individual's name, title, telephone number, and e-mail address.

The contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as Key Personnel are subject to approval of the CO. The contractor must notify the contracting officer (CO) of changes to the key personnel 5 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the pre-award stage and be accepted, in writing, by the CO. The CO will notify the contractor after receipt of all required information (including resumes of substitutes) of the decision on substitutions within 5 business days.

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 14 of 26
---------------------	------------------------------------	--	---------------

G.8 HC.7.010 POST AWARD CONFERENCE

MAY 2001

A post award conference will be held with the contractor to review contract administration issues that are contained in Section G.

G.9 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY
CONTRACT PERFORMANCE

AUGUST 2002

The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues once raised will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.

Issues that cannot be resolved between the Contractor and the COR, or resolution that would require a modification to the contract, will be brought to the immediate attention of the CA. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.

Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

G.10 HC.7.013 DELEGATION OF AUTHORITY

AUGUST 2002

The parties to this contract, in their discretion, may delegate to representatives within their respective organizations any of their ministerial functions in connection with this contract, but may not absolve themselves of accountability for performance of said functions. All delegations of authority by the Contractor to fulfill the obligations of this contract will be made in writing to the Contracting Officer (CO), U.S. House of Representatives (House).

G.11 HC.7.016 INVOICE FOLLOW-UPS

AUGUST 2002

All follow-up invoices shall be marked "Duplicate of Original" on all parts. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

G.12 HC.7.017 REMITTANCE ADDRESS

AUGUST 2002

The Contractor shall identify the address to which payments shall be made, if different from that of place of business. Payments are to be mailed to:

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 15 of 26
---------------------	------------------------------------	--	----------------------

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 HC.8.001 INSURANCE

MAY 2001

The contractor shall carry and maintain, during the entire period of performance under this contract, the following:

- a. Workers' compensation and employee's liability insurance.
- b. Comprehensive general liability.
- c. Other insurance as directed by the contracting officer.

H.2 HC.8.002 IDENTIFICATION BADGES

MAY 2001

The contractor shall see that each new employee has a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with clause HC.8.003 of this contract. House procedures will be followed with regard to contract employees.

H.3 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

MAY 2001

- a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of contract work. The COR will provide the contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.
- b. The employee shall be fingerprinted by the Capitol Police and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the COR. The COR will then direct the contractor to immediately remove that employee from any work under this contract.
- c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police every three years.

H.4 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS

MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

H.5 HC.8.006 NEWS RELEASES

MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 16 of 26
---------------------	------------------------------------	--	---------------

H.6 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House. Affirmation of Non-Disclosure form may be obtained on the Internet at www.house.gov by clicking on Current Solicitations under the General Information heading, and then select Current Solicitations again.

H.7 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS

JUNE 2001

The House and contractor agree that all data procured under this contract and data transferred by the House to the contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The contractor agrees to notify the House immediately if anyone requests any access to House information and further agrees not to provide access to or release any information without prior written approval by the House contracting officer. This includes Freedom of Information Act (FOIA) requests.

H.8 HC.8.013 COMPLIANCE WITH EMERGENCY PROCEDURES

JUNE 2002

For contractors working in House spaces, the contractor agrees to post in all work areas a CAO provided Emergency Evacuation Plan and to instruct all its employees regarding their obligations to follow such plans. Additionally the contractor must also provide the COR with the names of a designated Emergency Monitor and Alternate Monitor for each work area and comply with all safety requirements of the CAO and the House of Representatives. The contractor must also prominently post additional evacuation plans as requested by the CAO. In the event of a fire or other emergency, the contractor will ensure that it will provide notice to the Capitol Police by calling 911.

H.9 HC.8.016 GOVERNMENT LIABILITY

AUGUST 2002

Consistent with the Federal Tort Claims Act (28U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the Vendor's personnel or damage to the Vendor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

H.10 HC.8.024 INCIDENTAL SERVICES, TRAVEL, AND EXPENSES

JUNE 2002

Unless separately priced and awarded, the cost of all local (Washington, D.C. metropolitan area) services, travel, and any other expenses incurred incidental to performance of work shall be borne by the contractor.

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 17 of 26
---------------------	------------------------------------	--	---------------

SECTION I -- CONTRACT CLAUSES

I.1 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

I.2 HC.9.002 OBSERVANCE OF LAWS MAY 2001

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

I.3 HC.9.003 DISPUTES MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 30 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

I.4 HC.9.004 AVAILABILITY OF FUNDS MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

I.5 HC.9.006 RELEASE OF CLAIMS MAY 2001

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 18 of 26
---------------------	------------------------------------	--	---------------

I.6 HC.9.007 ORDER OF PRECEDENCE

MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

I.7 HC.9.008 TAX EXEMPTION

JUNE 2002

Unless otherwise provided by statute, the House is exempt from all taxes, including any sales and use taxes.

I.8 HC.9.009 COMPLIANCE WITH ALL LAWS

JUNE 2002

Contractor warrants that the products sold or services furnished under this order have been produced or furnished in full and complete compliance with all applicable laws and regulations. Contractor agrees to execute, upon the House's request, the House's standard form of Certification of Compliance covering any law or regulation, which Certification of Compliance form, upon execution by contractor, shall become a part hereof without further reference thereto. Contractor further agrees to hold the House harmless from any and all liabilities, claims, fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by contractor of items which do not meet the requirements of any applicable laws or regulations.

I.9 HC.9.010 LIABILITY OF THE HOUSE

JUNE 2002

Consistent with the Federal Tort Claims Act (28 U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

I.10 HC.9.011 LIABILITY OF THE CONTRACTOR

JUNE 2002

Contractor assumes all risk of loss of or damage to any property of the House entrusted to contractor while in contractor's possession or otherwise under contractor's control. In the event of loss or irreparable damage, contractor shall promptly reimburse the House for the value of the article. Any other damage shall be promptly repaired by contractor at contractor's expense.

I.11 HC.9.012 TERMINATION

JUNE 2002

The House has the right to terminate this order in whole or in part at any time with 30 day written notice to the contractor. In such event, contractor may claim only properly supported out-of-pocket costs plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures. For specially prepared products, unique to the House's order, any partially completed work or raw materials whose full costs are included in the termination charges shall be identified in writing and held by contractor for disposition in accordance with the House's written instructions. Notwithstanding the foregoing, the House reserves the right to cancel all or any part of the undelivered portion of this order, without liability, in addition to the House's other rights and remedies, if contractor breaches any of the terms and conditions herein.

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 19 of 26
---------------------	------------------------------------	--	---------------

I.12 HC.9.013 GRATUITIES

JUNE 2002

This order may be terminated if it is determined by the House that a gratuity (e.g., an entertainment or gift) was offered or given to any Member, officer, or employee of the House with the intention of obtaining this order or gaining favorable treatment under this order. No Member, officer, or employee of the House shall share any personal benefit of this order.

I.13 HC.9.014 ASSIGNMENT

JUNE 2002

Neither this order nor the obligation of contractor to perform hereunder shall be assigned or delegated by contractor without the House's consent. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default. None of the provisions, terms and conditions contained in this order may be added to, modified, superseded or otherwise altered except by a written instrument signed by the authorized representative of the party against whom its enforcement is sought, and each shipment received by the House from contractor shall be deemed to be only upon the terms and conditions contained herein regardless of any contrary or additional provisions contained in any acknowledgement, invoice or other form of contractor and notwithstanding the House's act of accepting or paying for any shipment or similar act of the House.

I.14 HC.9.015 HOUSE RULES

MAY 2002

This contract shall be governed in accordance with House Rules and regulations and all applicable statutes regarding performance and any dispute arising there from.

I.15 HC.9.016 PATENT INFRINGEMENT

MAY 2002

The contractor warrants that the products, in the form delivered to the House, are free from any valid claim for patent infringement and that any labels or trademarks affixed thereto by or on behalf of contractor are free from any valid claim for copyright or trademark infringement and agrees to save and hold harmless and indemnify the House against such infringement liability based upon the House's possession thereof without alteration.

I.16 HC.9.018 PAYMENTS

JUNE 2002

The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the House of Representatives to send payments electronically to contractor's financial institution, the contractor must first complete an EFT enrollment form to provide contractor's signature and certain information regarding its financial institution. An EFT enrollment form may be obtained by contacting the EFT help line at 202-226-2277

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 20 of 26
---------------------	------------------------------------	--	----------------------

SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 HC.11.001 GENERAL REQUIREMENTS

JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

K.2 HC.11.002 FINANCIAL INFORMATION

JULY 2001

The offeror shall furnish company financial data for the last five (5) years at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements or Annual Reports published. Publicly held companies must also provide copies of Securities and Exchange Commission 10-K Reports and Proxy Statements filed.

K.3 HC.11.003 INSURANCE INFORMATION

JULY 2001

- a. Carriers
- b. Limits and excess coverage or employer liability and general liability
- c. Worker's Compensation insurance experience modification.

K.4 HC.11.004 COMPANY BACKGROUND

JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- b. Organizational diagram and biographies for corporate officers.
- c. Detailed business history.
- d. Mission statement to include the scope of quality service, customer care and philosophy in dealing with the House as a potential client.
- e. Substance abuse policy and/or drug free work place policy and procedures, if applicable.
- f. Equal opportunity policy and compliance with House standards.
- g. Current staffing document.

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 21 of 26
---------------------	------------------------------------	--	---------------

- h. Disclose any lawsuits in which the Company is a named defendant within the last five (5) years and status of each such case.
- i. Key point of contact (POC) list and telephone number.

K.5 HC.11.006 QUALITY INFORMATION

JULY 2001

Quality Policy

- a. Total quality management process, if any
- b. Quality reporting to client
- c. Customer satisfaction guarantees and assurances

K.6 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

K.7 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL

JULY 2001

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal provided that the House makes the award of the contract within _____ calendar days after receipt of the offer.

K.8 HC.11.016 DUN & BRADSTREET NUMBER

AUGUST 2002

Offeror's Dun and Bradstreet Number _____.

K.9 HC.11.017 AUTHORIZED COMPANY OFFICIALS

AUGUST 2002

The offeror represents that the following individual(s) are authorized to negotiate on its behalf with the House in connection with this RFP. Please provide the following information in table on each individual: individual's name and title, telephone number, e-mail address.

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 22 of 26
---------------------	------------------------------------	--	----------------------

K.10 HC.11.019 SIGNATURE

AUGUST 2002

I certify that these representations, certifications, and other statements are complete and accurate to the best of my information, knowledge, and belief.

NAME OF OFFEROR

DATE

SIGNATURE OF PERSON
AUTHORIZED TO SIGN

PRINTED NAME OF PERSON
AUTHORIZED TO SIGN

K.11 HC.11.020 BUY AMERICAN ACT CERTIFICATION

MARCH 2004

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause HC.9.019 of this solicitation entitled "Buy American Act."

(b) Foreign End Products:

End Product: [List as necessary]

Country of Origin: [List as necessary]

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 23 of 26
---------------------	------------------------------------	--	----------------------

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

Administrative and Price Proposal. Part I shall be divided into the following distinct and marked parts:

- (1) "Section A of RFP." The offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- (2) "Section B Price Schedules." Offeror shall complete Section B and provide a proposed price which will address all requirements as well as others the offeror may wish to offer.
- (3) "Section G Contract Administration". Offeror shall complete the required sections of Section G.
- (4) Section K - Representations, Certifications, And Statements of Offerors." Offeror shall complete the required clauses of Section K.
- (5) Technical Proposal - product sample and specifications must comply with Section C.
- (6) Provide pertinent experience and qualification in conducting similar services as stated in the solicitation, and specifically, corporate stability and sound organizational qualities. Demonstrated financial capability sufficient to provide resources to finance day-to-day operations for legislative branch customers.
- (7) Offeror shall provide references for five current or recent (within three years) customers and five past customers, preferably in the public sector. List the agency name and address, name and title of the client contact, telephone number, opening date, building population (clients served), description of contract deliverables, annual dollar value, performance periods, and type of contractual arrangements; e.g., fixed price, management fee or other.

L.2 HC.12.003 SUBMISSIONS

MARCH 2004

Offerors shall submit 5 copies, one (1) original copy, and one electronic version in MS Word format of the proposal prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. The original shall be so marked, and the copies shall be numbered. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify firm name and address and Solicitation Number. Proposals shall be submitted to the address shown on Section A or via E-Mail to the Contracting Officer at Emily.Tuck@Mail.House.Gov and a copy to Lawrence.Toperoff@Mail.House.Gov. Facsimile proposals will NOT be accepted.

L.3 HC.12.005 DELIVERY OF PROPOSALS - FAX & E-MAIL

OCTOBER 2001

The House will **not** accept facsimile proposals. Late proposals may not be accepted by the CO.

Proposals may be withdrawn by fax or e-mail received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals". Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 24 of 26
---------------------	------------------------------------	--	---------------

L.4 HC.12.006 LATE SUBMISSIONS AND REVISION OF PROPOSALS JULY 2001

(1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt will not be considered, unless it is received before award is made, and it:

(a) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must be mailed by the 15th), or

(b) Was sent by mail and it is determined by the House that the late receipt was due solely to mishandling by the House, or

(c) Was sent by the U.S. Postal Service Express Mail Next Day Service - Post Office to addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. federal holidays, or

(2) A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.

(3) The only acceptable evidence to establish the date of mailing of a late proposal or revision sent by either the U.S. Postal Service Registered or Certified Mail is the U.S. postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(4) The only acceptable evidence to establish the time of receipt by the CAO is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the CAO.

(5) The only acceptable evidence to establish the date of mailing of late offer, revision, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(6) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.5 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS JULY 2001

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

(1) by signing and returning the amendment,

(2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or

(3) by letter or telegram if authorized, The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 25 of 26
---------------------	------------------------------------	--	---------------

L.6 HC.12.008 INFORMATION DISTRIBUTION AND CONTACTS

JULY 2001

It is the intention of the House to provide equal treatment of all offerors involved in the proposal and award process. To achieve this goal we intend to provide all information relevant to the process to all participating offerors. Such information will include the distribution of all questions and answers to all participants. All questions should be submitted via e-mail to Emily.Tuck@Mail.House.Gov by 2:00 p.m. on Friday, October 15, 2004.

The primary contact for all communications and questions is:

Emily Tuck
Sr. Procurement Specialist
U.S. House of Representatives
Office of Procurement
356 Ford Building
Washington, D.C. 20515
Fax No: 202-226-2214

L.7 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA

JULY 2001

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

(2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

Solicitation	Document No. OPR04000895	Document Title Food Service Consultant	Page 26 of 26
---------------------	------------------------------------	--	---------------

SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to make a single Firm Fixed Price award to offerors whose proposals meeting the minimum requirements as stated in this RFP. Proposals will be evaluated based on the following evaluation factors that are listed in descending order of importance:

- (1) Technical approach
- (2) Corporate capabilities
- (3) Past performance
- (4) *Price

*The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.
2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.
3. Price. Evaluation factors other than price, when combined, are significantly more important than price.

M.2 HC.13.002 CONTRACT AWARD

JULY 2001

a. The House intends to award a single Firm Fixed Price contract resulting from this solicitation to the responsible offerors whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award".

b. The House may:

- (1) reject any or all offers, if such action is in its interest,
- (2) waive informalities and minor irregularities in offers received.

c. The House intends to evaluate proposals and to award a single Firm Fixed Price contract without discussion. Therefore, each initial offer should contain the offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.